

## REQUEST FOR PROPOSALS (RFP)

**RFP NUMBER:** CSE-06-041  
**ISSUE DATE:** December 20, 2005  
**TITLE:** Virginia Access and Visitation Program  
**LOCATION:** Statewide  
**INITIAL CONTRACT PERIOD:** February 2006 to September 30, 2006  
**PROPOSAL DUE DATE AND TIME:** January 12, 2006 by 5:00 P.M.  
**ISSUING AGENCY:** Commonwealth of Virginia  
Department of Social Services  
Division of General Services  
7 North 8th Street, 1st Floor

Sealed proposals for furnishing the services described herein will be received subject to the conditions cited herein until the Proposal Due Date and Time shown above. **PROPOSALS RECEIVED AFTER THAT TIME WILL BE RETURNED WITHOUT CONSIDERATION.** Send or hand deliver all proposals directly to the issuing agency shown above. Proposals may be faxed. If proposals are hand delivered, deliver the proposal to Robert Earley, General Services, 7 North 8th Street, 1st Floor, Richmond, Virginia 23219.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

**Date:** \_\_\_\_\_ **By:** \_\_\_\_\_  
Signature of Authorized Representative

**Title:** \_\_\_\_\_  
Authorized Representative Print name of Authorized Representative

**Name and Address of Firm or Organization Applying:**      **Mailing Address, if different:**

\_\_\_\_\_  
\_\_\_\_\_

**Email Address** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**FIN/FEI#** \_\_\_\_\_

Questions related to this RFP should be directed to Robert Earley Tel: 804 726-7182

E-mail: robert.earley@dss.virginia.gov

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**VIRGINIA ACCESS AND VISITATION PROGRAM**  
**Supplemental Cover Page**

**Please submit the following requested information as a supplemental cover sheet for your proposal**

1. **Total Grant Amount Requested** \$ \_\_\_\_\_

2. **Geographic area to be served by proposed program:**

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3. **Are funds being requested for a new or an existing program?**

(Existing projects must provide for expansion/enhancement of services with specific supporting documentation required in the project narrative)

**New Program** \_\_\_\_\_

**Existing Program** \_\_\_\_\_

4. **Include a "Program Summary"** (no more than 200 words) stating how the funds will be used. The summary should be suitable for publication in a report describing all program activities funded with Virginia's Access and Visitation grant. Use open space below for the Program Summary.

**VIRGINIA DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF CHILD SUPPORT ENFORCEMENT**

**REQUEST FOR PROPOSALS  
(RFP)**

**ACCESS AND VISITATION GRANT PROGRAM**

**TABLE OF CONTENTS**

Request For Proposal Application Form

Supplemental Cover Page	Page 1
Table of Contents	Page 2
Section I - Purpose	Page 3
Section II - Background	Page 3
Section III - Scope of Work	Page 3
Section IV - Proposal Preparation and Submission Requirements	Page 4
Section V - Evaluation and Award Criteria	Page 9
Section VI - Reporting and Delivery Requirements	Page 12
Section VII - General Terms and Conditions	Page 13
Section VIII - Special Terms and Conditions	Page 18
Section IX - Other Attachments	Page 22
Attachment A - Copy of Enabling Federal Legislation Authorizing Access and Visitation Grants to States	Page 23
Attachment B - Work Plan	Page 24
Attachment C – Budget	Page 25
Attachment D – Reporting forms	Page 26

**VIRGINIA DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF CHILD SUPPORT ENFORCEMENT  
REQUEST FOR PROPOSALS  
ACCESS AND VISITATION PROGRAM**

**SECTION I - PURPOSE**

- 1.1** The purpose and intent of this Request For Proposal (RFP) is to award grants to government and not-for-profit agencies and organizations in Virginia. The purpose of this grant program is to support and facilitate noncustodial parents' access to and visitation of their children. This targets two groups of parents: separated and divorced parents and never married parents. The specific approved activities that could meet the stated objectives and qualify for a grant are: mediation, parent education, development of parenting plans, counseling, and visitation enforcement including neutral pick-up and drop off. The period of contract shall begin as soon as the contract is executed, and shall end on September 30, 2006. Only organizations or agencies that have received approval of their not-for-profit status per the IRS code as of January 1, 2006 are eligible to apply for this grant.

**SECTION II - BACKGROUND**

- 2.1** Funding for the Access and Visitation Program is provided as a direct result of provisions under section 469B of title IV-D of the Social Security Act as amended by section 391 of the Personal Responsibility Work Opportunity and Reconciliation Act of 1996. This federal legislation followed reports from a growing number of studies indicating a positive relationship between (1) noncustodial parents' payment of child support and their access to and/or visitation of their children, and (2) the children's overall health and the amount of meaningful time they spend with both parents. The individual programs and activities selected for funding may impact a particular area of the Commonwealth or operate statewide.

**SECTION III - SCOPE OF WORK**

**3.1 Availability of Funding:**

As a direct result of funding provided under Section 391 of the federal Personal Responsibility Work Opportunity and Reconciliation Act of 1996, the Virginia Department of Social Services will be awarded a total of \$50,000 in federal money to fund Access and Visitation programs. These programs must fund programs and activities specified in section 1.1 above, local or statewide, that support and facilitate noncustodial parents' access to and visitation of their children. A ten-percent match by grantees is required.

### 3.2 Duration of Program Activities:

Following selection of proposals for funding, **contracts are expected to be awarded by January 31, 2006.** The duration of the grants will begin on the date of execution of each contract and end September 30, 2006.

## SECTION IV - PROPOSAL PREPARATION & SUBMISSION INSTRUCTIONS

### 4.1 General Instructions:

#### a. RFP Response:

1. Governmental and not-for-profit agencies or organizations are eligible to apply for funding under the Access and Visitation grant. In order to be considered for selection, applicants must submit a complete response to this RFP. The applicant must **submit two proposals with original signatures, and three (3) copies of each proposal.** This must be submitted to the Virginia Department of Social Services with original signatures on the front page of the proposals. The applicant shall make no other distribution of the response. The original proposals shall be marked with the word "**Original**" in the lower right hand corner.

#### b. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the applicant. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. The proposal should be prepared concisely by providing a straightforward description of the capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. The proposal must be typewritten on 8.5 by 11 white paper. Each copy of the proposal should be firmly bound in a single volume. All pages should be sequentially numbered, with all documentation submitted and attached.
4. Ownership of Data: Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of 2.2-4342 of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why the protection is necessary. The proprietary or trade secret material submitted must be identified by some

distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing State agency will schedule the time and location of the presentation. The oral presentation is an option of the purchasing agency and may or may not be conducted.

#### **4.2 Specific Proposal Instructions (outline of the main body of the proposal)**

Application for funding in response to this RFP is accomplished by submitting a signed RFP Application Form and the applicant's proposal, completed in the order listed below. This is so the Access and Visitation Review Committee can properly evaluate the applicant's capabilities to provide the required program services. The proposal should include a cover page, the application, supplemental cover sheet with a program summary, and a table of contents. Proposals must include a Project Narrative, not to exceed ten (10) pages, inclusive of the following:

- a. Description of Applicant Agency - This section must include information on the purpose and goals of the agency; the number and type of people served; geographic areas served; organizational structure including the number and type of staff; programs, activities, or previous programmatic accomplishments; and the effective use of existing community resources.
- b. Need for the Project - Applicants should explain the critical need for the project in the geographic area to be served, including either or both the target populations. Information such as demographics, community characteristics, lack of similar resources, client needs, and the expected impact of the proposed project on the problem should be included. Needs assessments that incorporate input from the target population are encouraged. Linkage should be made to existing community-based agencies/organizations with plans that consider the best interests of children served through thoughtful programs to increase access to and visitation of children by their noncustodial or nonresidential parents.

A brief summary of the needs assessment process and the findings of the community assessment should be included to show how access to and visitation of children by their noncustodial parent is to be increased, and what the expected results are.

Proposals must state whether the proposed project is new or ongoing. Demographics such as numbers currently served, cost per client, impact of the project on the problem, and the need for expansion should also be addressed by ongoing projects.

- c. Project Goals and Objectives: Clearly define and discuss project goals and objectives, specifically how they will result in the achievement of the purpose of the grant – increasing the amount of time noncustodial parents can spend with their children. Goals are broad statements that define the general thrust of the project. Objectives are specific, measurable outcomes of your project. Objectives have several crucial elements. First, the desired result must be identified. Second, the criteria that is achieved must specify the desired results. Finally, the time frame in which the objective must be met will be specified. These goals and objectives should be used in completing the Work Plan (Attachment A).
- d. Services/Implementation Strategies - Describe the services to be provided, how the services will be provided to specific groups or individuals, where, when, how often, and who will provide the services. Describe how these strategies/activities will coordinate and link with any related efforts in the community.

If the service is subcontracted, identify the subcontractors, provide their tax-exempt number, and provide details of the subcontract arrangement including time, frequency, location of services, and the number of persons to be served. Submit a copy of the written agreement between the contractor and subcontractor. All subcontractors are subject to local procurement processes and Virginia Public Procurement Act.

- e. Target Population, Numbers Served, and Maintaining Client Participation- Identify and describe the two target populations (specifically including separated; divorced, and/or never-married couples), numbers to be served overall and for each activity/service; and the geographic boundaries of service delivery. Describe in detail how the clients will be selected or recruited (e.g., What criteria will be used? What will be done? Who will recruit? When will recruitment take place?) and discuss techniques that will be utilized to maintain client participation in the program.
- f. Description of Staff and Responsibilities - Identify the staff responsible for the service provision and coordination of program activities. Provide the number, positions, and qualifications of staff (paid and/or volunteer) that will be involved in the project. Discuss the methods used to monitor staff performance. If the service is subcontracted, provide the name, qualifications and experience of the proposed subcontractor. Discuss how volunteers will be utilized, trained, and evaluated. Document all certification of staff.
- g. Work Plan - Complete the work plan, using attachment A to describe the project methodology. Duplication of Attachment A is authorized. Detail the strategies and activities necessary to achieve the project goals and objectives. List target dates for the beginning and end of each activity, including planning activities and staff responsible. Specify any details for subcontracting. Identify target population, numbers to be served and units of service for each objective and activity.

- h. Evaluation - Describe a plan to measure the degree of success in accomplishing project goals and objectives.

Describe the methods and criteria that will be used to quantitatively and qualitatively measure project performance and analyze results. The plan may include process evaluation information, but must include outcome evaluation procedures. It may also include mechanisms for ongoing review, record keeping, data collection, and analysis of cost effectiveness.

If the proposed program activities are an expansion of an existing program, a summary of current evaluation results, including cost effectiveness, quantitative and qualitative data, and analysis must be provided.

- i. Budget - the organization must complete the budget in Attachment B. Costs should be necessary and reasonable for carrying out the proposed work plan. If funds are being requested for salaries, specify positions, pay rates, and what is included in employee benefits. No costs for equipment will be reimbursed. Explain how each line item cost was determined. Funds cannot be used to supplant existing funds. These funds cannot be used to pay for or supplant salaries of existing employees, unless there is clear documentation of their time dedicated to the grant project. The budget should include a list of in-kind assistance to be provided by the sponsoring group or organization.
- j. Matching Funds -The budget must reflect a ten percent (10%) match of the total amount requested by the grantee. The grantee can furnish this match by offering cash, in kind expenses (staff time, etc.) or through fees. The 10% match amount must be indicated on each invoice or other request for reimbursement.

- k. Other Attachments

1. A statement or letter from the applicant's fiscal officer should be attached. This statement certifies that the agency has sufficient monies to cover the program expenses on a monthly basis as grant funds will be awarded on a cost reimbursable basis. The incurred expenses must be paid monthly by the recipient agency who will in turn submit monthly expenditure statements to the Division of Child Support Enforcement for reimbursement.
2. If the applicant agency is a private not-for-profit agency, the following is required at the time the proposal is submitted:
  - a) A copy of the applicant's Certificate of Incorporation or Certificate of Authority from the State Corporation Commission
  - b) A copy of the IRS form(s) certifying that the applicant organization is exempted from federal income tax payment under Section 501 or equivalent provisions of the IRS code
  - c) The most recent fiscal year's operating budget for the fiscal year, including a list of the sources of funding for both



budgets (e.g., Statement of Revenues and Expenditures)

- d) A list of the current members of the Board of Directors of the applicant agency, if applicable
  - e) An organizational chart
2. Letter(s) of support are encouraged and may be attached. These letters should demonstrate that the proposal would have the support and cooperation of other agencies in the community. If the program is dependent on another agency for successful implementation, a letter from the other agency specifying the nature and extent of the agreement and documenting the types of support or services that will be provided must be submitted.
  4. Job descriptions for the specific position(s), either paid or volunteer, responsible for the program implementation must be attached.
  5. A list of collaborative and coordinating agencies and their roles should be submitted.
  6. A copy of the agency's Non-Discrimination in Employment Policy must be submitted by all applicants (See Section 7.3).
  7. A copy of the agency's confidentiality policy must be submitted by each applicant providing direct services. Sample policies can be obtained from the Division of Child Support Enforcement contact person.
  8. A copy of the agency's documentation that the contractor providing mediation services is state-certified.

## **SECTION V - EVALUATION AND AWARD CRITERIA**

The Review Committee shall review proposals in each category stated below. The Review Committee will submit recommendations for funding to the Deputy Commissioner and Director of the Division of Child Support Enforcement.

### **5.1 Evaluation Criteria**

To be considered for funding, proposals must first meet the stated objectives of the RFP as specified in Section II, Scope of Work. In addition proposals must meet general and specific requirements outlined in Section IV of this RFP. Proposals will be evaluated using the following criteria:

- a. Content Adequacy (10) Points

1. Concise and complete
  2. Realistic in scope
  3. Reflects an awareness of the state-of-the-art, relative to the problem
  4. Reflects congruence among all proposal components
- b. Description of Applicant Agency Demonstrates Capability to Carry Out Proposed Program Activities (10 points)
1. Describes purpose and goals of the agency
  2. Specifies geographic service area
  3. Demonstrates effective use of community services
  4. Provides letters of support exhibiting confidence that the agency can carry out the proposed program
  5. Utilizes appropriate and qualified staff to implement the proposal
  6. Demonstrates adequacy of past performance of agency and staff
  7. Provides certification information
- c. Need for the Program Establishment (15 points)
1. Clearly defines the problem and population to be served
  2. Utilizes statistics and community characteristics to document need
  3. Provides a community-based plan indicating a need for the program
  4. Provides letters from community agencies indicating program will meet a need
  5. Identifies existing resources
  6. Specifies whether program is new or ongoing
  7. Discusses past funding and accomplishments, if program is ongoing
  8. Documents efforts to secure other funding
  9. Demonstrates lack of other funding to support program activities
  10. Ensures that unnecessary duplication will not occur

d. Description of Proposed Program (25 points)

Narrative clearly describes the proposed program and identifies the results and benefits to be derived from implementation

1. Goals and objectives are consistent with goals and objectives discussed in the RFP
2. Specifies services/activities to be provided
3. Uses measurable objectives that include specific means by which particular outcomes will be obtained
4. Specifies target population and numbers to be served
5. Describes client selection process and retention
6. Demonstrates appropriate planning
7. Specifies needed resources
8. Identifies time frames
9. Specifies who (staff/volunteers) will provide the service; provides for qualified personnel to implement program activities
10. Specifies location of service delivery
11. Defines program impact

e. Evaluation Plan Measures the Degree of Success in Accomplishing Program Goals and Objective (20 points)

1. Specifies quantitative and qualitative evaluation methodology that includes process and outcome evaluation procedures
2. Measures degree of success in accomplishing goals/objectives and provides for an analysis of results
3. For ongoing programs, provides analysis of current service provisions in terms of results and cost-effectiveness (and analysis of results of previous evaluations, if available) to use as a base for evaluating expanded program activities

f. Budget (20 points)

1. Budget is included that explains all costs related to each stated program strategy or activity

2. Budget lists all staff positions or activities to be funded from the grant
3. "In-kind" assistance to be provided by sponsoring group(s) or organization(s) is listed and explained
4. Costs are consistent with proposed activities
5. Source, amount and type of match is specified

Consideration will also be given to the significance of the program to the locality and the Commonwealth. Each proposal meeting the specified guidelines will receive full consideration. All applicants will be notified in writing of the grants awarded.

## **5.2 Award**

Selection shall be made of applicants deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations may be conducted with the applicants selected. Costs shall be considered, but need not be the sole determining factor. After negotiations have been conducted with the selected applicants, the agency shall select the applicants that have made the best proposals. The agency may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). Should the purchasing agency determine in writing and in its sole discretion that only one applicant is fully qualified, or that one applicant is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that applicant. The contract document will incorporate the RFP, the contractor's proposal, the award letter and by reference all other requirements, terms and conditions as negotiated.

## **SECTION VI – REPORTING AND DELIVERY REQUIREMENTS**

The contractor shall produce the following reports of outcomes, activities and services:

### **6.1 Contractors shall submit**

Quarterly Narrative and Statistical Reports shall be made to the Division of Child Support Enforcement (DCSE) within fifteen (15) days of the end of the preceding quarter. The Statistical Report shall be submitted using the "Local Service Provider Worksheet" found in the attachment section of the RFP.

- a. The reports shall include the following:
  1. A description of activities and an assessment of the progress compared to the work plan; each goal and objective, and related strategies and activities shall be addressed

2. Specific measurable outcomes to be achieved
  3. Any gaps in services or barriers to the progress of the program, with proposed solutions
  4. An explanation of any deviations from the work plan
  5. Any changes in staffing
  6. Identification of any particularly successful or unsuccessful program activities or components
  7. Copies of any materials that have been developed under the contract
  9. Statistical information on clients served (using the Local Service Provider Worksheet found in the Attachment section of the RFP)
- b. A Final Narrative and Statistical Report shall be made to DCSE no later than 10/31/06. The Final Rule on Monitoring, Evaluation and Reporting specified in 45 CFR Part 303 requires states to report annually on funded projects. Data to be included in the annual report include a detailed description of each program funded and report data on the number of recipients served during the grant period. In accordance with this regulation, all contractors shall submit a final report to the agency within thirty (30) days of the completion of the contract (on or before April 30, 2004). The final report is a cumulative summary and evaluation of program activities and services over the contract period. It shall be in the same format as the quarterly narrative reports and shall include:
1. An overall evaluation of the program, including an assessment of whether the program's goals and objectives were met
  2. Any problems or delays that were encountered and how they were resolved
  3. An assessment of the program's effectiveness and the value to the client/community
  4. Efforts that have been made to continue the program at the end of the grant period
  5. Statistical information on clients served (using the Local Service Provider Worksheet found in the Attachment section of the RFP)
  6. Copies of any materials that were developed under the contract
- c. A written report to the purchasing agency shall be submitted within seven (7) days of occurrence indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by the purchasing agency and the contractor. Such reports shall identify the deviations and/or problems, whether anticipated or actual, the effects of such on the performance under this contract, and a proposed plan for resolution.

- d. All contractors shall produce the following monthly fiscal reports:
  - 1. Monthly expenditure statement (due by the 15th of each month)
  - 2. Personnel schedule with a breakdown of salary, benefits and positions
- e. The grantee agrees to provide any additional reports that the Division of Child Support Enforcement may request by written notice.

## **SECTION VII - GENERAL TERMS AND CONDITIONS**

- 7.1 **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- 7.2 **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 7.3 **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1.E)

In every contract over \$10,000 the provisions in sections "a." and "b." below apply:

- a. During the performance of this contract, the contractor agrees as follows:
  - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- b. The contractor will include the provisions of section “a.” above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**7.4 ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**7.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**7.6 DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**7.7 ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**7.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**7.9 CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer

whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

## **7.10 PAYMENT:**

### **a. To Prime Contractor:**

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

### **b. To Subcontractors:**

1. A contractor awarded a contract under this solicitation is hereby obligated:
  - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or



- b) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- 2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in the above section 1(b). The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

**7.11 PRECEDENCE OF TERMS:** Paragraphs 7.1 – 7.10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**7.12 QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**7.13 TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**7.14 ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

**7.15 CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred

as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

**7.16 DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**7.17 ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the Purchasing Agency's public posting notice board located in the lobby at 7 North Eighth Street, Richmond VA 23219 and at the State Procurement Web Site, [www.eva.virginia.gov](http://www.eva.virginia.gov).

**7.18 DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor

maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 7.19 NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

## **SECTION VIII - SPECIAL TERMS AND CONDITIONS**

### **8.1 Audit**

The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or Commonwealth auditors shall have full access to and the right to examine any of said materials during said period.

### **8.2 Availability of Funds**

It is understood and agreed between the parties that the agency shall be bound only to the extent of the federal funds available or which may be made available for the purpose of this agreement.

### **8.3 Cancellation of Contract**

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### **8.4 Smoke Free Environment**

By submitting the bids/proposals, the bidders/offerors certify to the Commonwealth that they will comply with the requirements of Public Law 103-277, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This Act requires that smoking not be permitted in any portion of any indoor facility owner or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The contractor agrees that it will require the language of this certification be included in any awards (subcontracts or purchase orders) which contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.

#### **8.5 Minority/Women Owned Businesses Subcontracting and Reporting**

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women owned businesses. The names of firms may be available from the purchasing agency and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

#### **8.6 Prime Contractor Responsibilities**

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using the best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

#### **8.7 Subcontracts**

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualification and experience of their proposed subcontractors. The contractor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

## **8.8 Contractor as Independent Contractor**

During the performance of this contract, the contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the purchasing agency. The contractor shall be responsible for all insurance and federal, state, local and social security taxes.

## **8.9 Equipment**

Expenditures on equipment are not reimbursable with grant monies.

## **8.10 Confidentiality**

Any information obtained by the contractor concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of state and federal law.

## **8.11 Contractor Performance**

The purchasing agency may monitor and evaluate the contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this contract shall be a primary consideration should funds be available for extension of this contract, and may be a consideration in future contract awards and negotiations.

## **8.12 Obligation of Offeror**

By submitting a proposal, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

## **8.13 Ownership of Material**

Ownership of all data, material, reports, studies, photographs, negatives, films, videos, or other documents prepared by the contractor in the performance of its obligations under this contract shall belong exclusively to the purchasing agency and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The contractor shall not use, willingly allow or cause to have used such materials for any purpose

other than performance of the contractor's obligations under this contract without prior written consent of the purchasing agency. Any materials produced under this contract must bear the title shown on page one of the Request for Application Form of this Request for Proposals.

#### **8.14 Compensation to the Contractor**

Compensation to the contractor for delivered services shall be as follows:

- a. Actual expenditures shall be invoiced pursuant to approved line-item budget categories in Attachment B. Deviations from the approved line-item budget of more than \$100.00 in any line-item shall be submitted in writing immediately to the purchasing agency for the purchasing agency's prior approval at least thirty (30) calendar days prior to the intended effective date.
- b. The invoice period shall be monthly. The contractor shall invoice the purchasing agency each invoice period on forms supplied by the purchasing agency and shall submit an invoice showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the contractor fails to submit monthly invoices for such services within thirty (30) calendar days after the close of the invoice period in which services were delivered. Invoices which are correct and are received by the purchasing agency within ten (10) calendar days after the close of the invoice period shall be processed and paid no later than thirty (30) calendar days after the close of the invoice period. Those invoices received later shall be processed and paid with the next invoice. The June invoice must be estimated and submitted in advance. A letter from the purchasing agency will notify the contractor of the deadline for the June invoices submission. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
- c. If the contractor fails to correctly provide any services and/or reports as specified in this contract, and in the time period specified herein, the purchasing agency may withhold payment of invoices until said services and/or reports are provided. All services provided by the contractor pursuant to this contract shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, state and local laws, ordinances, rules and regulations. The contractor shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, state or local laws, ordinance, rules or regulations.
- d. The contractor will be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the Commonwealth. Expenditures will be monitored by the Department of Social Services
- e. Salaries for existing county or city employees shall not be paid from funds expended under this contract.

### 8.15 Identification of bid/proposal envelope

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
Name of Offeror Due Date Time  
  
\_\_\_\_\_  
Street or Box Number RFP No.  
  
\_\_\_\_\_  
City, State, Zip Code RFP Title

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

### SECTION IX - OTHER ATTACHMENTS

1. Attachment A -- Work Plan
2. Attachment B -- Budget
3. Attachment C -- Copy of enabling federal legislation authorizing Access and Visitation grants to states
4. Attachment D -- Reporting forms

## ATTACHMENT A

### ACCESS & VISITATION SECTION OF FEDERAL WELFARE REFORM BILL

#### SEC. 391. GRANTS TO STATES FOR ACCESS AND VISITATION PROGRAMS.

Part D of title IV (42 U.S.C. 661-669), as amended by section 363 of this Act, is amended by adding at the end the following new section:

#### "SEC. 469B. GRANTS TO STATES FOR ACCESS AND VISITATION PROGRAMS.

"(a) In General.-The Administration for Children and Families shall make grants under this section to enable States to establish and administer programs to support and facilitate noncustodial parents' access to and visitation of their children, by means of activities including mediation (both voluntary and mandatory), counseling, education, development of parenting plans, visitation enforcement (including monitoring, supervision and neutral drop-off and pickup), and development of guidelines for visitation and alternative custody arrangements. [Our emphasis]

"(b) Amount of Grant.-The amount of the grant to be made to a State under this section for a fiscal year shall be an amount equal to the lesser of -

"(1) 90 percent of State expenditures during the fiscal year for activities described in subsection (a); or

"(2) the allotment of the State under subsection 0 for the fiscal year.

"(c) Allotments to States.-

"(1) In general.-The allotment of a State for a fiscal year is the amount that bears the same ratio to \$10,000,000 for grants under this section for the fiscal year as the number of children in the State living with only 1 biological parent bears to the total number of such children in all States.

"(2) Minimum allotment.-The Administration for Children and Families shall adjust allotments to States under paragraph (1) as necessary to ensure that no State is allotted less than-

"(A) \$60,000 for fiscal year 1997 or 1998; or

"(B) \$100,000 for any succeeding fiscal year.

"(d) No Supplantation of State Expenditures for Similar Activities.-A State to which a grant is made under this section may not use the grant to supplant expenditures by the State for activities specified in subsection (a), but shall use the grant to supplement such expenditures at a level at least equal to the level of such expenditures for fiscal year 1996.

"(e) State Administration.--Each State to which a grant is made under this section--

"(1) may administer State programs funded with the grant, directly or through grants to or contracts with courts, local public agencies, or nonprofit private entities;

"(2) shall not be required to operate such programs on a statewide basis; and

"(3) shall monitor, evaluate, and report on such programs in accordance with regulations prescribed by the Secretary."



# WORK PLAN

# ATTACHMENT B

FROM\_\_\_/\_\_\_/\_\_\_ TO\_\_\_/\_\_\_/\_\_\_ CONTRACTOR NAME\_\_\_\_\_

GOAL #_____:
OBJECTIVE # _____:
DESIRED RESULTS:

STRATEGIES (METHODS) AND ACTIVITIES (ACTIONS STEPS)	STAFF RESPONSIBLE	EVALUATION MEASURES	BEGIN DATE	END DATE

# BUDGET – SUMMARY OF DSS/DCSE FUNDS REQUESTED      ATTACHMENT C

FROM \_\_\_\_/\_\_\_\_/\_\_\_\_ TO \_\_\_\_/\_\_\_\_/\_\_\_\_      CONTRACTOR NAME \_\_\_\_\_

BUDGET CATEGORY	*PROGRAM COMPONENT # 1 (Name)	*PROGRAM COMPONENT # 2 (Name)	*PROGRAM COMPONENT # 3 (Name)	TOTAL DSS REQUEST	# IN-KIND CONTRIBUTIONS (IF ANY)
SALARIES & FRINGES					
POSTAGE					
RENT & UTILITIES					
EQUIPMENT					
PRINTING					
CONSUMABLE SUPPLIES					
TRAVEL					
OTHER (specify)					
OTHER (specify)					
TOTAL REQUESTED FROM DSS					

\* Identify the appropriate access & visitation component, e.g. mediation for never-married, or education. You may expand this form, as long as you retain the information requested.

\*\* While not required you are encouraged to list conservative dollar values being provided to assist in the accomplishment of your A&V program.

## D. Local Service Provider Work Sheet

FY 20\_\_\_\_\_

Referral Source of Provider:	Referral Source				Client Information				Marital Status <small>Upon entry into program</small>				Race/Ethnicity				Income in (Thousands)				Services Provided (Check each that Apply)				Outcome	
Reference# (Location number)	Self Court				Father Mother Grandparent(s)				Married Separated				Am. Indian or Alaska Native A.A.M./Pacific Islanders				Less than \$10 \$10 to 19 \$20 to 29 \$30 to 39 \$40 & above				Mediation Counseling		Visitation Enforced		Required	
																							Monitored Supervised		Increased NCP Parenting Time with Children	
Non-Custodial Parent																									Yes	No
Custodial Parent																										
Non-Custodial Parent																										
Custodial Parent																										
Non-Custodial Parent																										

